

SECTION 2 - SPECIAL TERMS AND CONDITIONS**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract to purchase up to 3,719 exterior light fixtures, ceiling and wall mount, with light-emitting diode (LED) bulbs, herein after called LED Lights, for Miami-Dade County (County) on behalf of Department of Transportation and Public Works (DTPW). The LED Lights will be used at several Metrorail stations. The purchase is funded by the Federal Transit Administration. The quantities of LED Lights are contingent upon the unit cost of each type of LED Lights and the total funds programmed for this purchase.

2.2 TERM OF CONTRACT: UPON DELIVERY

This contract shall commence upon the date of the purchase order and shall remain in effect until such time as all LED Lights purchased in conjunction with this solicitation have been delivered and accepted by the County's authorized representative, and upon completion of the expressed and/or implied warranty periods.

2.3 METHOD OF AWARD: TO A SINGLE LOWEST PRICED VENDOR IN THE AGGREGATE

Award of this contract will be made to the responsive, responsible Bidder who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single Bidder who meets the requirement listed below.

2.3.1 Bidder shall submit the manufacturer's name(s) and model/part numbers of the LED Lights offered.

2.3.2 Bidders shall complete, sign, and upload all certificates found in **Appendix A**. Except for the Buy America Certificate of Compliance in **Appendix A**, County reserves the right to request any certificates during evaluation of bids.

2.3.3 This solicitation requires submission of the following documentation to enable the County to evaluate products offered:

1. Product Information (such as factory specifications, technical specifications, standard manufacturer information sheets, catalogues, and brochures)

All LED Lights offered to the County shall be equal in quality and standards of performance to the specification in Section 3 herein. All supporting documentation submitted by the Bidder shall in total meet the required specifications set forth in this solicitation. Where product literature submitted provides information that does not comply with specifications in Section 3, the Bidder shall state, in an official letter on corporate letterhead, the differences between the item offered and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance may result in the rejection of the offer for not meeting the solicitation specifications.

All Bidders are required to submit with their bid sufficient technical data to verify that its LED Lights are equal to the specifications listed in this solicitation; however, Miami Dade County may, at its sole discretion, allow Bidders to complete or supplement the information sheets during the bid evaluation period. Failure to provide sufficient information to allow the County to evaluate the

Bidder's products, as specified by the County, may result in the Bidder's bid being declared non-responsive. The County shall be sole judge of the Bidder's conformance with the specifications and requirements and its decision shall be final.

- 2.3.4** The County may require a sample of the LED Lights offered for evaluation. Such items are to be provided at no cost to the County, and should be submitted to the County at the time requested. Failure to meet this requirement may result in Bidder's offer being rejected.

The County reserves the right to verify the information submitted by the Bidder and to obtain and evaluate any additional information as it deems necessary to ascertain the Bidder's conformance to the requirements.

2.4 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If a Bidder is awarded a contract as a result of this solicitation, the prices proposed by the Bidder shall remain fixed and firm during the term of contract.

2.5 EQUAL PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA

Any manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement for the level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's LED Lights of equal material and performance unless otherwise indicated herein.

2.6 DISADVANTAGED BUSINESS ENTERPRISES REGISTRATION

Upon notification by the County, the awarded Bidder shall register in the MyLCM System for DTPW via the link below: <https://app.mylcm.com>

2.7 DISADVANTAGED BUSINESS ENTERPRISES GOAL

There is no numeric race conscious DBE contract goal for this purchase. However, should the awarded Bidder retain the services of Disadvantaged Business Enterprise (DBE) firms on this project through race neutral means, the awarded Bidder shall submit monthly the Subcontractor Monthly Report, reflecting such participation. See **Appendix B** for information on the County's DBE program requirements.

2.8 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Bidder hereby acknowledges and agrees that all goods, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the awarded Bidder are found to be defective or do not conform to specifications: (1) the goods may be returned to the awarded Bidder at its expense and the contract cancelled or (2) the County may require the awarded Bidder to replace the goods at its expense.

2.9 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING EACH DELIVERY:

The awarded Bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this solicitation. The packing slip shall be attached to the shipping carton(s) containing the items and shall be made available to the County's authorized representative during delivery. The packing

slip or delivery ticket shall include at a minimum the following information: purchase order number; date of order; a complete listing and quantity of items being delivered.

2.10 QUALITY CONTROL (QC)

The awarded Bidder shall:

- a) be responsible for providing an adequate quality process for verifying that the product (LED fixture lights) provided is in accordance with the contract document and product specifications upon Miami-Dade Transit's request.
- b) have in place a procedure that establishes the requirements for ensuring that contractual requirements are understood, that the requisition clearly identifies the purchase order agreements, that product deliveries are tracked to completion of schedule and quantity, and any defects found during post-delivery are resolved as identified in these contract documents.
- c) have its record keeping activities affecting Quality maintained at the site current, up to date, and available for inspection by DTPW at any time.

2.11 WARRANTY REQUIREMENTS

2.11.1 Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the Bidder or manufacturer, the Bidder shall warrant its products against faulty labor and/or defective material, for a minimum period of **five (5) years** after the date of acceptance by the County. This warranty requirement shall remain in force for the full five (5) year period; regardless of whether the Bidder is under contract with the County at the time of defect. Any payment by the County for the goods received from the Bidder does not constitute a waiver of these warranty provisions.

2.11.2 Correcting Defects Covered Under Warranty

The awarded Bidder shall promptly correct any deficiency, at no cost to the County, within fifteen (15) calendar days after the County notifies the awarded Bidder of such deficiency in writing or electronic mail. If the awarded Bidder fails to honor the warranty and/or fails to correct or replace the defective items within the period specified above, the County may, at its discretion, notify the awarded Bidder in writing, that it may be debarred as a County Bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within fifteen (15) calendar days of receipt of the notice. If the awarded Bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the awarded Bidder in default of its contract, and/or (b) procure the products from another Bidder and charge the awarded Bidder for any additional costs that are incurred by the County for this items; either through a credit memorandum or through invoicing.

2.12 SHIPPING TERMS: F.O.B. DESTINATION

All Bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at the Palmetto Rail Yard, Main Warehouse: Lehman Center, 6601 NW 72nd Ave., Miami, FL 33166.

2.13 DELIVERY SHALL TAKE PLACE OVER PHASED INTERVAL

2.13.1 The awarded Bidder shall deliver the fixtures required in this contract based on phased intervals. Nine (9) Deliveries shall take place in accordance with the sample Delivery Schedule Table below. The first delivery shall take place within 40 calendar days after the date of the purchase order or other notice-to-proceed is sent to the awarded Bidder. All subsequent deliveries shall occur at an interval of every 40 calendar days; until such time as the total number of units awarded is delivered. Back orders shall not be allowed.

All deliveries shall be made in accordance with good commercial practice, and all required delivery timeframes shall be adhered to by the awarded Bidder; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the Awarded Bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the awarded Bidder to whom the contract is awarded fail to deliver in the number of days as stated in its offer, the County reserves the right to cancel the contract on a default basis. If the awarded Bidder is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the awarded Bidder any re-procurement costs. If the awarded Bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

2.13.2 Sample Delivery Schedule Table

Sample Delivery Schedule Table		
Sample Dates	ITEM 1 QTY of each Delivery	ITEM 2 QTY of each Delivery
1/1/2016	397	17
2/10/2016	397	17
3/21/2016	397	17
4/30/2016	397	17
6/9/2016	397	17
7/19/2016	397	17
8/28/2016	397	17
10/7/2016	397	17
11/16/2016	394	14
TOTALS	3570	150

2.13.3 Delivery Address:

Lehman Center Palmetto Rail Yard
Main Warehouse:
6601 NW 72nd Ave
Miami, Fl. 33166.

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

These technical specifications provide a general description and define the minimum requirements of 3,719 LED Lights. The LED Lights will be installed by the County at various Metrorail stations and are intended for exterior use in South Florida's subtropical weather with frequent high-wind weather events.

3.2 CEILING MOUNT LED LIGHTS (ITEM 1)

The ceiling mount fixture shall:

- a. Fabrication process of cylinder housing has a manufacturing tolerance of $\pm 1/16"$. The cylinder shall have a minimum OD (Outer Diameter) will be $9 \frac{15}{16}"$ and maximum OD will be $10 \frac{1}{16}"$.
- b. Total overall height of ceiling mounted cylinder will be $19 \frac{1}{4} \pm \frac{1}{8}"$, below finished ceiling.
- c. Cylinder wall thickness of 0.125 inches $\pm \frac{1}{64}"$
- d. Have a cast aluminum ceiling spacer $1 \frac{1}{2}" \times 7.5"$ dia., welded to cylinder to fit the ceiling mounting adaptor.
- e. Fixture shall be mounted to the existing mounting plate which is attached to 4 x 4 junction box.

3.3 WALL MOUNT LED LIGHTS (ITEM 2)

The wall mount fixture shall:

- a. Fabrication process of cylinder housing has a manufacturing tolerance of $\pm 1/16"$. The cylinder shall have a minimum OD will be $9 \frac{15}{16}"$ and maximum OD will be $10 \frac{1}{16}"$.
- b. Total overall height of wall mounted cylinder will be $18 \pm \frac{1}{16}"$.
- c. Cylinder wall thickness shall be 0.125 inches $\pm \frac{1}{64}"$
- d. Mounting back plate will be $\frac{5}{8}"$ thick aluminum. Plate will be welded to $1 \frac{1}{2}"W \times 4"H$ rectangular aluminum arm. Rectangular arm will extend 4" from mounting back plate. Verify the existing junction box for correct alignment of mounting holes.
- e. Have Rectangular arm wall thickness will be 0.125 inches $\pm \frac{1}{64}"$
- f. Cylinder housing will be welded to the rectangular arm for added strength and protection against ingress of water and dust.

3.4 ELECTRICAL FEATURES OF CEILING AND WALL MOUNT LED LIGHTING CYLINDERS

The electrical features are as follows:

- a. Shall be 277 volts
- b. LED Array mounted to a metal clad circuit board.
- c. Shall be protected from lightning induced overvoltage by a 10K surge protector.
- d. Heat sink shall be aluminum.
- e. Fixture shall be suitable for wet locations.

3.5 MECHANICAL FEATURES OF CEILING AND WALL MOUNT LED LIGHTING CYLINDERS

The mechanical features are as follows:

- a. A fixture housing of cast aluminum.
- b. A case temperature maximum of 85 C

- c. Lens will be 1/8" thick clear Polycarbonate for impact resistance
- d. Fixture to be 17"-18" long and the arm shall be 7"-7.5" long
- e. 2 mil black powder coat paint finish (matte)
- f. All fasteners (i.e., screws, bolts, nuts, washers, set screws) and hardware shall be stainless steel and designed to meet ASTM B-117 AND TESTED for 500 hours of salt spray exposure for paint compliance.

3.6 **LED OPTICAL SYSTEM FOR CEILING AND WALL MOUNT LED LIGHTING CYLINDERS**

The LED optical system shall consist of the following:

- a. An output watts of 68 maximum
- b. Lumens: 3850 with polycarbonate lens
- c. Lumens Maintenance: greater than 50,000 hours
- d. Fixture efficacy: 56 lumens/watts
- e. Minimum Color Rendering Index (CRI) of 70
- f. A color temperature of 4000K
- g. LED array will be mounted approximately 7"-8" above bottom of housing

3.7 **PRODUCT COMPLIANCE**

The LED lights' cylinders shall be certified and compliant for quality with the following agencies listed below. Certificates and/or reports shall be furnished upon the County's request.

- a. Fixture will be UL certified to applicable standards.
- b. Fixture will be rated for IP-6X for dust protection and will be UL listed for wet locations.
- c. Factory producing fixture shall meet International Organization for Standardization (ISO) 9002 quality systems standard.
- d. Fixture will be designed to ASTM B-117 and tested for 500 hours of salt spray exposure.
- e. Department of Energy (DOE) TM-21 L70 for energy compliance.
- f. Underwriters Laboratories (UL) product.
- g. Illuminating Engineering Society of North America (IESNA) LM-80 approved. Test for lumens maintenance report.

3.8 **MANUALS AND TECHNICAL INFORMATION:**

The successful Bidder shall provide to the County the following:

- a. Installation and Operation manuals including wiring diagrams.
- b. Repair and maintenance manuals.
- c. Parts lists with part numbers.

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
1.	3,570 each	LED Light, ceiling mount fixtures	\$_____ each

Manufacturer's Name: _____

Model/Part Number: _____

2.	149 each	LED Light, wall mount fixtures	\$_____ each
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Manufacturer Name: _____

Model/Part Number: _____

CHECKLIST: Bid Submittals	Please confirm by initialing box below
Pursuant to Section 2, Paragraph 2.3.2, I have submitted and signed all certificates in Appendix A.	
Pursuant to Section 2, Paragraph 2.3.3, I have submitted Product Information (such as factory specifications, technical specifications, standard manufacturer information sheets, catalogues, and brochures)	